

the bank would take second mortgage for the balance. I may help your memory, perhaps, by saying that this offer was made direct, also on my account, from Mr. Murdoch to Mr. Aitken Connell, who was a financial agent in Auckland, and who was to have received a commission from me for obtaining the loan. Mr. Aitken Connell had interviews with you on the subject. Do you remember the circumstances?—At what time?

164. It was only made once to you—I am quite sure of that—as far as I am concerned, and it would be some considerable time before the property was sold and bought in by the bank, say twelve months, or perhaps more than that?—Well, I cannot say that I have any recollection whatever of the transaction that you mention. I do not recollect it at all. I may state that from May 1888, to the end of March, 1889, I was in England.

165. Then it must have been before that?—At all events I do not recall it.

166. Do you remember Dr. Campbell making and giving me a pencil memorandum—giving me a copy of the memorandum—of the advice he gave to the Board, that he considered the proposal to sell Mangatoro a bad one, and that it had better be abandoned. Dr. Campbell gave it to me and I gave it to you afterwards?—I do not recall it. It appears that some documentary proof has been brought to-day of such offers being made. I did not know they were in writing.

167. *The Chairman.*] Were you connected with the bank at the time, Mr. Butt?—Yes.

168. Suppose such an occurrence did take place, were you likely to have remembered it?—I do not think so. There has been a great deal of worry in connection with the bank, and many things have occurred, and I cannot tax my memory of so long ago.

169. You have no reason to say that such an occurrence did not take place, or could not have taken place?—Oh, no.

170. *Mr. O'Meara.*] In 1889 was the bank in want of money at that particular time? Were they pressing their clients—those who had overdrafts—to pay them up?—Not that I remember. In 1889, that would be shortly after the issue of fresh capital in London. They had sufficient money to carry on their business.

171. *Mr. Herries.*] Who was president of the bank then?—I do not remember.

172. Was it at the time that Major George and Mr. Colbeck were on the directorate?—I think it was, but I am not quite sure.

## EXHIBITS.

### EXHIBIT A.

#### EXTRACT FROM AGREEMENT *re* GRASS-SEED, ETC.

— shall not bind any of the creditors executing the same until all the creditors named in the said schedule shall have executed the same. In witness whereof the said parties have hereunto subscribed their names and affixed their seals.

*Schedule hereinbefore referred to.*

Names of Creditors.	Promissory Notes due 16th January, 1890.			Promissory Notes due 16th January, 1891.		
	£	s.	d.	£	s.	d.
Murray, Roberts, and Co. (grass-seed) ... ..	47	3	6	49	8	5
Rochfort, J. (survey) ... ..	77	12	3	81	6	2
Blythe and Co. (interpreter, title) ... ..	37	15	2	39	11	2
Hobson, G. (grass-seed) ... ..	65	0	8	68	2	7
Smith, R. (cattle) ... ..	190	10	6	199	11	11
Neal and Close (private) ... ..	132	6	5	138	12	4
Jones, A. (farm implements) ... ..	14	4	2	14	17	8
Wardrop and Co. (general supplies, grass, and carriage) ... ..	372	11	8	390	6	4
Orr, J. (T. Tanner) (grass-seed) ... ..	163	10	5	171	6	1
Lyndon, E. (grass-seed) ... ..	177	7	3	185	16	1
Dinwiddie, Walker, and Co. (private) ... ..	21	2	9	22	2	10
Williams, J. N. (grass-seed) ... ..	149	3	11	156	5	11
Ruddock and Fryer (building material) ... ..	49	11	2	51	18	4
Karaitiana's Estate (grass-seed) ... ..	228	9	4	239	6	10
Welsman, J. S. (private) ... ..	43	8	5	45	9	8
Allardice, J. (men's board, &c.) ... ..	46	3	2	48	7	1
Sutton, F. (grass-seed) ... ..	73	10	0	77	0	0
Hoadley and Co. (grass-seed) ... ..	15	0	2	15	14	5
Russell, W. R. (grass-seed) ... ..	82	11	3	86	9	10
Large, J. S. (private) ... ..	332	13	2	348	10	0
Rathbone, W. (grass-seed) ... ..	62	12	9	65	12	4
Holder, H. R. (private) ... ..	8	15	10	9	4	2
Martin, J. (Morrison, solicitors, Wellington) (wool carriage) ... ..	46	5	4	48	9	5
	£2,437	9	3	£2,553	9	7

Signed, sealed, and delivered by the said George Douglas Hamilton in the presence of—  
JAMES S. LARGE.

Signed, sealed, and delivered by the abovenamed creditors in the presence of the attesting witness whose signature appears opposite to the signature he so witnessed.